

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

UNITED STATES OF AMERICA ex rel.
CORI RIGSBY and KERRI RIGSBY

RELATORS/COUNTER-DEFENDANTS

v.

CASE NO. 1:06cv433-LTS-RHW

STATE FARM FIRE AND CASUALTY COMPANY DEFENDANT/COUNTER-PLAINTIFF

and

FORENSIC ANALYSIS ENGINEERING CORPORATION;
HAAG ENGINEERING CO.; and ALEXIS KING

DEFENDANTS

**NOTICE TO TAKE VIDEOTAPED
DEPOSITION UPON ORAL EXAMINATION**

Defendant/Counter-Plaintiff State Farm Fire and Casualty Company gives notice, pursuant to the Federal Rules of Civil Procedure, that it will take the videotaped deposition upon oral examination of **Richard F. Scruggs** at FCI Ashland – Federal Correctional Institution, St. Route 716, Ashland, Kentucky 41105, beginning at 1:00 p.m. on June 28, 2010. This deposition will be taken for all purposes permitted by the Federal Rules of Civil Procedure and the Federal Rules of Evidence including for use at trial. The oral examination will continue from day to day until completed before an officer authorized to administer oaths. You are invited to attend and take part in the examination in accordance with the Federal Rules of Civil Procedure.

I. DEFINITION OF TERMS

All of the below requests seek the production of the requested information and data in any media whatsoever, regardless of whether such is stored, reflected or maintained in electronic, digital, laser or electro-optical, magnetic, paper or some other form.

As used below: The words used in the masculine gender include the feminine; and words used in the singular include the plural. Where the word “or” appears, the meaning intended is the logical inclusive “or” i.e., “and/or.” Where the word “include” or “including” appears, the meaning intended is “including, but not limited to.”

“Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34 of the Federal Rules of Civil Procedure, including electronically stored information (ESI). A draft of non-identical copy is a separate document within the meaning of its term.

If any responsive Document(s) has been produced to State Farm in connection with *McIntosh v. State Farm Fire & Casualty Co.*, 1:06cv1080-LTS-RHW, rather than reproducing it in response to this subpoena, it will be sufficient to cite the Bates number or other identifying label in response to the particular request.

“Bartimus, Frickelton, Robertson & Gorny, PC” shall mean Bartimus, Frickelton, Robertson & Gorny, PC, including its current and former attorneys, paralegals, employees, partners, officers, directors, consultants, investigators and agents including, but not limited to Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickelton, and Mary Doerhoff Winter.

“Concerning” shall mean referring to, relating to, describing, evidencing, or constituting.

“Graves, Bartle & Marcus, LLC” shall mean Graves, Bartle & Marcus, LLC, including its current and former attorneys, paralegals, employees, partners, officers, directors, consultants, investigators and agents including, but not limited to, Todd Graves, David L. Marcus and Matther V. Bartle.

“Including” shall mean including without limitation.

“Relators” shall mean Cori Rigsby or Kerri Rigsby or any persons or entities acting on their behalf.

“Scruggs Law Firm, P.A.” shall mean Scruggs Law Firm, P.A., and its apparent successor, SLF, Inc., including their current and former attorneys, paralegals, employees, partners, officers, directors, consultants, investigators and agents including, but not limited to, Richard Scruggs, Zach Scruggs, Sid Backstrom, Charlene Bosarge, Darren Versiga and Beth Jones.

“Scruggs Katrina Group” shall mean any attorney currently or formerly practicing with: The Scruggs Law Firm, P.A.; The Barrett Law Office, P.A.; The Lovelace Law Firm, P.A.; Nutt & McAlister, PLLC, or Jones, Funderburg & Sessums, PLLC, and without limiting the generality of the foregoing, shall specifically include the following individuals associated with the firms that comprise or comprised the SKG or otherwise assisted the SKG: Richard Scruggs; Zach Scruggs; Don Barrett; Sid Backstrom; Zach Butterworth, Gary M. Yarborough, Marshall Smith, Jr.; David McMullan, Jr.; Dewitt Lovelace; David Nutt; Mary E. McAlister; Derek Wyatt; John Jones; and Steven Funderberg.

“The Rendon Group Incorporated” shall mean The Rendon Group Incorporated and any of its officers, directors, employees, contractors, agents, consultants, principals and /or affiliated entities.

“Person” means any individual, corporation, proprietorship, partnership, association or any other natural or legal entity.

“Document,” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34 of the Federal Rules of Civil Procedure, including all writings, records, tapes, drawings, graphs, charts, photographs, phonorecords, computerized data, electronically stored information (ESI), and other data compilations from which information can be obtained or translated, and any drafts or copies thereof.

“Action” means the instant lawsuit.

“State Farm” means State Farm Fire and Casualty Company.

“Office of the Attorney General” shall mean Attorney General Jim Hood, any Assistant Attorney General, Deputy Attorney General, Special Assistant Attorney General, or any member of the office or staff of the Attorney General for the State of Mississippi.

“Scruggs Katrina Group” or “SKG” shall mean any attorney currently or formerly practicing with: The Scruggs Law Firm, P.A.; The Barrett Law Office, P.A.; The Lovelace Law Firm, P.A.; Nutt & McAlister, PLLC; or Jones, Funderburg & Sessums PLLC, and without limiting the generality of the foregoing, shall specifically include the following individuals associated with the firms that comprise or comprised the SKG: Richard Scruggs; Zach Scruggs; Don Barrett; Sid Backstrom; Marshall Smith, Jr.; David McMullan, Jr.; Dewitt Lovelace; David Nutt; Mary E. McAlister; Derek Wyatt; John Jones; and Steven Funderberg.

“You” (and any form thereof, including “your”) shall refer to Cori Rigsby and Kerri Rigsby, including: (a) experts whom the Rigsbys expect to call as witnesses at trial or any hearing; (b) attorneys retained by the Rigsbys; and (c) Persons who have access to the requested information or from whom the Rigsbys can obtain such information.

“Scruggs Law Firm, P.A.” means Scruggs Law Firm, P.A., including its current and former attorneys, paralegals, employees, partners, officers, directors, consultants, investigators and agents.

“Renfroe Litigation” means E. A. Renfroe & Company, Inc. v. Cori Rigsby Moran and Kerri Rigsby; Civil Action No. 06-AR-1752-S (N.D. Ala.).

“Renfroe” means E.A. Renfroe & Company, Inc., including Renfroe’s officers and directors, such as Jana and Gene Renfroe.

“ESI” means electronically stored information, including data in any electronic media whatsoever, regardless of whether such is stored, reflected or maintained in electronic, digital, laser or electro-optical, magnetic or some other electronic form, and wherever and to the greatest extent possible with the original metadata intact.

“Identify” has the following meanings in the following contexts:

- (1) When used with respect to a Person or Persons, to “identify” means to provide each such Person’s name, age, last known residence address, last known business address, home telephone number, work telephone number, employer, and place of employment.
- (2) When used with respect to a place, to “identify” means to provide the address, city or town, county, and state where that place is located.
- (3) When used with respect to a document, to “identify” means to provide that document’s current location, author, and date; the identity of each recipient; and the subject of the document.
- (4) When used with respect to an expert witness, to “identify” means to provide the subject matter on which the expert is expected to testify; the substance of the facts upon which or about which the expert is expected to testify; the substance of the opinion or opinions as to which such expert is expected to testify; and a summary of the grounds for each opinion as to which each such expert is expected to testify.

- (5) When used with respect to an act, circumstance, occurrence, occasion, meeting, transaction, or conversation (an “act”), to “identify” means to set forth the event or events constituting such an act; the act’s location; its date and the Persons participating, present, or involved; the substance of what was said by each such Person identified; and the documents relating or referring in any way thereto.

“Accessed” means accessed, run, executed, observed, collected, mined, taken, removed, imaged, downloaded, viewed, copied, replicated, mirrored, destroyed, deleted, altered, transferred, printed or otherwise obtained, as well as the insertion or activation of programs, Trojans, viruses, worms, trackers, MRU objects, malware, tracking cookies, spyware, commands, queries, searches, characters, key strokes, key ghosters or scripts.

“Materials” means Documents, including ESI, or things.

“Party” means any current or former party to this Action.

“Surveillance” means investigative, intelligence or espionage services or methods, whether personal, electronic, recorded, software-based, retransmitted, remotely sensed, electro-magnetic, computer, computer system, video, photographic, bugging or other by some other surveillance method, device or tool.

II. DOCUMENTS AND THINGS FOR RULE 30(b)(2) PRODUCTION

Pursuant to Rule 30(b)(2) of the Federal Rules of Civil Procedure, Richard F. Scruggs is directed to bring with him to the deposition the following documents:

1. All Materials that are or were: (a) owned by State Farm or Renfroe; (b) resident on a State Farm or Renfroe maintained computer or computer system; or (c) otherwise in State Farm or Renfroe’s possession, custody or control and Accessed by Cori or Kerri Rigsby since August 29, 2005. This request includes all such Materials which Cori or Kerri Rigsby enabled, allowed, or assisted a third party not employed by State Farm or Renfroe to Access.

2. All Materials regarding or concerning the purchase or sale of real property since August 29, 2005, by Cori or Kerri Rigsby, William or Patricia Lobrano or any corporation or other legal entity in which any of them are or were a member or shareholder (excluding publicly traded corporations).

3. All Materials regarding or concerning the purchase or sale of real property since August 29, 2005, by any relative of Cori or Kerri Rigsby or William or Patricia Lobrano, by blood or marriage or any corporation or other legal entity in which such relative is or was a member or shareholder (excluding publicly traded corporations).

4. All Materials regarding or concerning any thing of value, compensation or other payment or remuneration in any form whatsoever – whether in cash, currency, travel, lodging, meals, credit, goods, property, indemnity, guaranty, contingency, reward, debt forgiveness, services, gifts or otherwise – which Cori or Kerri Rigsby or William or Patricia Lobrano received, are receiving, have received or may receive from Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton,

Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them, since August 29, 2005.

5. All Materials regarding or concerning any thing of value, compensation or other payment or remuneration in any form whatsoever – whether in cash, currency, travel, lodging, meals, credit, goods, property, indemnity, guaranty, contingency, reward, debt forgiveness, services, gifts or otherwise – which any relative of Cori or Kerri Rigsby or William or Patricia Lobrano by blood or marriage has received, are receiving or may receive from Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them, since August 29, 2005.

6. All Materials received from a third party and which were created by State Farm or Renfro, any of their predecessors, affiliates, respective agents or any other entity or Person related in any manner to the flood insurance claim submitted by Thomas and Pamela McIntosh.

7. All Materials that concern, refer, or relate to dealings, contacts or communications between Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them and Trent Lott or Gene Taylor or any member of their offices or staff since August 29, 2005.

8. All Materials that concern, refer, or relate to dealings, contacts or communications between Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them and Brian Ford, Dreux Seghers or Nellie Williams, since August 29, 2005.

9. All Materials that concern, refer, or relate to dealings, contacts or communications between Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L.

DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them and P.L. Blake, Tim Balducci, Steve Patterson, Jeff Marr or Joey Langston, since August 29, 2005.

10. All Materials related to or evidencing any contracts or agreements Cori or Kerri Rigsby have or have had with any Person and related to their prosecution of their claims in this Action.

11. All Materials related to or evidencing any contracts or agreements Cori or Kerri Rigsby have or have had with Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them, their attorneys' or investigators' respective behalf with respect to their engagement as consultants.

12. All "boot box" Materials, as referenced in Cori Rigsby's January 14, 2008 deposition given in the Renfroe Litigation.

13. All Materials, including records of payment and Surveillance results, regarding Surveillance of any type whatsoever by Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them, their attorneys' or investigators' respective behalf with respect to State Farm, Renfroe or their respective attorneys, employees, officers, directors, agents or personnel, including their respective movements, whereabouts, activities, refuse, photocopiers, imagers, facsimile machines, cellular or land line telephones, vehicles, residences, offices, computers or computer systems at any time since August 29, 2005.

14. All Materials, including correspondence, documents, e-mails and ESI exchanged, between Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them or any one acting on their respective behalf on the one hand and any representative or member of the media on the other hand, regarding the flood insurance claim submitted by Thomas and Pamela McIntosh, this Action, the existence of this Action or the subject matter of this Action, which were sent or received before August 1, 2007.

15. All Materials evidencing any agreement, contract, promise or understanding to sell, factor, assign, or transfer any part of Cori or Kerri Rigsby's potential recovery in this Action.

16. All Materials evidencing any agreement, contract, promise or understanding with respect to Cori or Kerri Rigsby or William or Patricia Lobrano receiving remuneration or anything of value as a result of any recovery received by any attorney, law firm, joint venture or party-plaintiff in any other Hurricane Katrina-related lawsuit against State Farm or Renfroe.

17. All Materials evidencing any agreement, contract, promise or understanding to finance the cost and expense of (including attorneys' fees incurred in) Cori or Kerri Rigsby prosecuting their claims in this Action.

18. All Materials evidencing any agreement, contract, promise or understanding regarding Cori or Kerri Rigsby and indemnity or defense cost reimbursement for any liability or defense costs, expenses and fees incurred with respect to State Farm or Renfroe at any time since August 29, 2005.

19. All Materials concerning (A) any communications between (i) any of Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, or Michael C. Moore or anyone acting at the behest or on behalf of any of them; or Relators and (ii) any media outlet, media organization, media representative or agent, or website and (B) which relate to the Relators, the flood insurance claim submitted by Thomas and Pamela McIntosh, the McIntosh home and Hurricane Katrina damage, or this False Claims Act action.

20. All Materials concerning any payments from Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them to Cori (Moran) Rigsby or Kerri Rigsby.

21. All Materials concerning any payment from Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them to Cori (Moran) Rigsby or Kerri Rigsby.

22. All Materials concerning (A) Cori (Moran) Rigsby or Kerri Rigsby and (B) which relate to their engagements as consultants for the Scruggs Law Firm or the Scruggs Katrina Group.

23. All Materials concerning the sale of Kerri Rigsby's house to Robert Oswald.

24. All Materials concerning (A) any communications between (i) Senator Trent Lott and (ii) Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them and (B) which relate to the development of the insurance claim of Thomas and Pamela McIntosh.

25. All Materials concerning (A) any communications between (i) Congressman Gene Taylor and (ii) Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them and (B) which relate to the development of the insurance claim of Thomas and Pamela McIntosh.

26. All Materials concerning any communications between (i) Pat Lobrano or William Lobrano and (ii) Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them, from August 29, 2005 to February 1, 2006. This request does not include Materials directly related to William and Pat Lobrano's insurance claim against State Farm.

27. All aircraft and pilot logs, passenger manifests, and any other Materials reflecting concerning travel or transportation of Cori or Kerri Rigsby.

28. All Materials concerning any cell phones, computers, cameras or other equipment furnished to Cori or Kerri Rigsby by Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David

L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them.

29. All Materials downloaded, copied or transferred from Cori Rigsby's computer.

30. All Materials concerning any examination, repair, or forensic analysis or examination of Cori Rigsby's computer.

31. All Materials downloaded, copied or transferred from Kerri Rigsby's computer.

32. All Materials concerning any examination, repair, or forensic analysis or examination of Kerri Rigsby's computer.

33. All Materials concerning any travel or other expense reimbursement to Cori or Kerri Rigsby by Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them.

34. All Materials concerning any communications between (i) Brian Ford and (ii) Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them.

35. All Materials concerning any agreement by Scruggs Law Firm, P.A., Richard Scruggs, David Zachary Scruggs, Tim Balducci, Steve Patterson, P.L. Blake, Tony DeWitt, Mary Winter, Chip Robertson, SKG, The Barrett Law Office, P.A., The Lovelace Law Firm, P.A., Nutt & McAlister, PLLC, Jones, Funderburg & Sessums PLLC, Bartimus, Frickleton, Robertson & Gorny, PC, Michael C. Rader, Anthony L. DeWitt, Edward D. Robertson, Jr., James P. Frickleton, Mary Doerhoff Winter, Graves, Bartle & Marcus, LLC, Todd Graves, Esquire, David L. Marcus, Matthew V. Bartle, Gilbert Randolph, LLP, Gilbert Oshinsky LLP, Moore Law Firm, LLC, Michael C. Moore or anyone acting at the behest or on behalf of any of them to defend or indemnify Cori (Moran) Rigsby or Kerri Rigsby in any way from civil or criminal claims, charges, investigation, penalties, fines, judgments or settlements.

36. All Materials concerning, exchanged with, sent to or received by Rendon Group Incorporated and concerning Cori or Kerri Rigsby, State Farm or Renfroe.

37. Any computer provided to Cori or Kerri Rigsby.

38. All Materials concerning any computer provided to Cori or Kerri Rigsby.

39. All Materials relating to any access by Charlene Bosarge or any of her relatives by blood or marriage to any computer owned, possessed, controlled or used by Cori or Kerri Rigsby.

40. All Materials relating to any access by Charlene Bosarge or any of her relatives by blood or marriage to any State Farm computer system or database.

41. In addition to paper copies or .pdf or .tiff images, also produce all Materials produced in response to any discovery requests propounded upon you in this Action, in their native electronic format(s), e.g., Word, WordPerfect, Excel, .jpeg, .mpeg, .pdf, E-mail file, etc. Please produce such on DVD or CD, *with original metadata intact*.

This the 24th day of June, 2010.

Respectfully submitted,

STATE FARM FIRE AND CASUALTY COMPANY

By: /s/ Jeffrey A. Walker
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CERTIFICATE OF SERVICE

I, Jeffrey A. Walker, one of the attorneys for State Farm Fire and Casualty Company, do hereby certify that I have this day caused a true and correct copy of the foregoing instrument to be delivered to the following, via the means directed by the Court's Electronic Filing System:

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